

**INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**ODIN TELEPHONE EXCHANGE, INC.**

**AND**

**SPRINT COMMUNICATIONS L.P. D/B/A**

**SPRINT COMMUNICATIONS COMPANY L.P.**

**March 17, 2006**

AT&T Cross 07-0629  
4-15-08 3 JV

19.3.6. Each Party is responsible for the transport of originating calls from its network to the Transiting Party.

19.3.7. This Agreement shall be subject to re-negotiation on the request of either Party if a transiting party, whose transit facilities are used in connection with the Local Telecommunication Traffic provided under this agreement changes the applicable rates, terms or conditions for those transit facilities.

19.3.8. Each Party shall measure and accurately identify to the other Party the traffic delivered on combined Trunks/Facilities as Local Traffic or non-Local Traffic. The charges for usage and underlying trunks/facilities shall be subject to appropriate compensation based on jurisdiction. Except as explicitly provided for in this Agreement, neither Party shall assess access charges to the other Party for the termination of Local Traffic.

19.3.9. The originating Party shall provide a summary report at the conclusion of each month that specifies the total number of minutes of Included Traffic the originating Party has sent to the terminating Party for the preceding month. The summary report will be used by the terminating Party to verify the total amount of Included Traffic it has terminated and to perform the calculations set forth in Section 19.1.11.

19.3.10. Each Party may audit the development of the other Party's actual usage or the development of the jurisdictional usage factors, as set forth in the Audit provisions, Section 5 of this Agreement.

19.3.11. In no case shall Sprint be able to terminate calls at compensation for Local Traffic rates to any areas not included in ILEC's Local Calling Area.

## 20. Intercarrier Compensation

### 20.1. Compensation for Local Traffic

20.1.1. From the initiation of this Agreement, the parties will have the right to charge for traffic each terminates under this Agreement. If the rates are not at bill and keep as provided for in 20.1.2, the rates to be charged for the exchange of Local Traffic are set forth in Schedule 2 of this Agreement and shall be applied consistent with the provisions of Section 19 of this Agreement.

\* 20.1.2. If the Local Traffic exchanged between the Parties reaches a level where the traffic split is within the range of 55/45 in either direction for three or more consecutive months, the Parties agree to compensate each other for the exchange of Local Traffic through a Bill and Keep arrangement rather than the rates set forth on Schedule 2. Bill and Keep will not change the Parties obligations with regard to the exchange of billing information.

20.1.3. If the Parties are compensating each other under the provisions of 20.1.2 and the traffic split is outside the range of 55/45 in either direction for a period of three consecutive months, the parties will reinstate compensation under the provisions of 20.1.1.

20.2. Compensation for ISP Bound Traffic

20.2.1. The Parties agree to exchange ISP Bound Traffic, if at all, on a Bill and Keep basis in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001.

20.3. Compensation for EAS Traffic

20.3.1. Reserved for future use.

21. Office Code Translations

21.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.

21.2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

21.3. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

22. Local Number Portability (LNP)

22.1. Local Number Portability ("LNP") provides an End User of local exchange telecommunications service the ability to retain its existing telephone number when changing from one local exchange telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

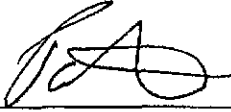
IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications L.P.  
d/b/a Sprint Communications Company L.P.

\_\_\_\_\_  
Gary B. Lindsey  
Director - Network Access

\_\_\_\_\_  
Date

By: Odin Telephone Exchange, Inc.

  
\_\_\_\_\_  
Patrick L. Morse  
Vice President Government Affairs

3-16-06  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications L.P.  
d/b/a Sprint Communications Company L.P.

*See Williams for Gary Lindsey*  
\_\_\_\_\_  
Gary B. Lindsey  
Director - Network Access

3/12/06  
\_\_\_\_\_  
Date

By: Odin Telephone Exchange, Inc.

\_\_\_\_\_  
Patrick L. Morse  
Vice President Government Affairs

\_\_\_\_\_  
Date